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**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney *[Signature]*

FROM: Lynn Vouis, Assistant County Attorney *[Signature]*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
Lenor M. Bromberg, Principal Engineer/Engineering *[Signature]*

DATE: July 19, 2005

RE: Cross Seminole Trail Project
Donation Recreational Trail Easement
Parcel No. 136
APAC-Southeast, Inc.

This memorandum requests authorization and acceptance by the Board of County Commissioners (BCC) of a recreational trail easement designated as Parcel No. 136. The parcel is to be used for the Cross Seminole Trail project.

I THE PROPERTY

A. Location Data

The property is located on C.R. 419 within unincorporated Seminole County, Florida.

1. Location Map (Exhibit A)
2. Recreational Trail Easement (Exhibit B)

B. Address

700 Macasphalt
Winter Springs, Florida

II AUTHORITY TO ACQUIRE

The Cross Seminole Trail was included in the Board referendum approved in 2000 providing funding for natural lands and trails. The BCC was briefed regarding the Cross Seminole Trail project, including the engineering consultant's recommended alignment, on October 28, 2003. The BCC adopted Resolution No. 2005-R-102 on June 14, 2005, authorizing the acquisition of the referenced property, and finding that construction of the Cross Seminole Trail project serves a county and public purpose and is in the best interests of the citizens of Seminole County.

III ANALYSIS

By acquiring this 2.14 acre easement through donation, the County has been spared a costly condemnation action or rerouting of the trail. APAC-Southeast, Inc. deserves recognition for being an outstanding corporate citizen.

The property owner had already signed an agreement with the County giving the County a license to locate an unpaved trail on its property. The agreement expires in 2007, with an option by the County to renew for an additional ten years. The new agreement is necessary because it gives the County a permanent perpetual easement right to use the property for a paved public trail. Unlike the license, the easement cannot be revoked by the property owner.

The property being acquired by the County is encumbered by an existing easement owned by Florida Power & Light, which has granted the County (in a license agreement also being considered by the BCC) permission to co-locate the trail in its transmission line corridor.

IV RECOMMENDATION

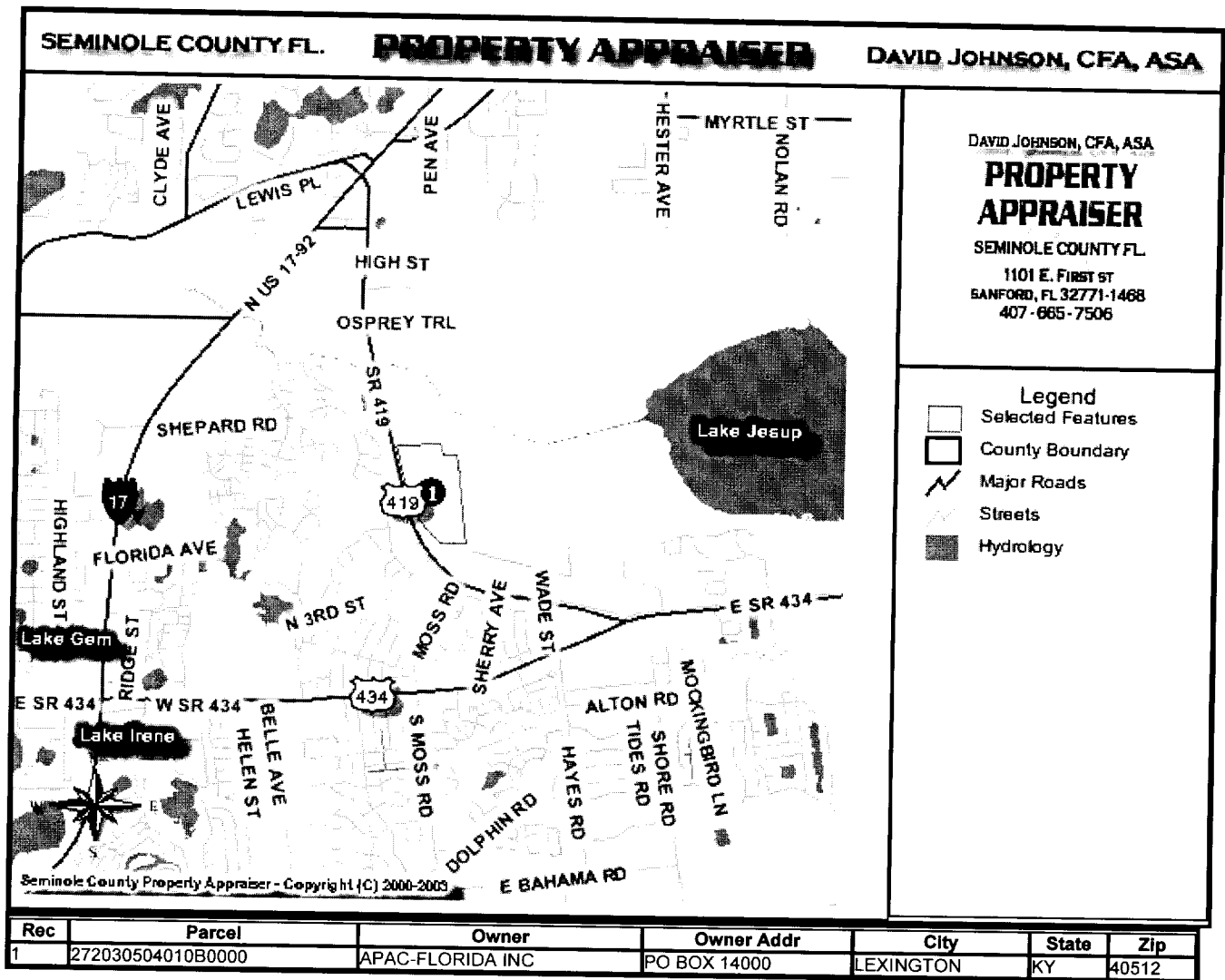
County staff recommends that the BCC authorize the acceptance and recordation in County Records of the donation of a recreational trail easement relating to Parcel No. 136 of the Cross Seminole Trail project.

LV/krc

Attachments:

Location Map (Exhibit A)

Recreational Trail Easement (Exhibit B)

**EXHIBIT A**

APAC-SOUTHEAST, INC. / SEMINOLE COUNTY

RECREATIONAL TRAIL EASEMENT

THIS RECREATIONAL TRAIL EASEMENT is made and entered this 20th day of June, 2005, by and between APAC-SOUTHEAST, INC. (formerly known as APAC-Georgia, Inc., and APAC-Georgia, Inc. being successor by merger with APAC-Florida, Inc.), a Georgia corporation, whose address is c/o Corporate Real Estate Department, P.O. Box 14000, Lexington, Kentucky 40512, hereinafter referred to as the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTEE.

WITNESSETH:

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, sell, and convey to the GRANTEE, its successors and assigns, a permanent nonexclusive easement for recreational trail facilities over, under, upon and through the following described lands situated in Seminole County, Florida as follows:

See the attached Exhibit "A", which is incorporated into and made part of this Agreement

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

The GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct a public recreational trail for the purpose of facilitating pedestrian, bicycle, equestrian and all other modes of travel, of a non-motor vehicular type and nature, for the benefit of Seminole County. The GRANTEE may improve the easement with impervious surfaces, bridges, walkways, structures, lighting, landscaping, swales and drainage systems, signage, communication systems, utilities appurtenant to use, and all other facilities it deems necessary to accommodate public travel and use in the GRANTEE's recreational trail system. The GRANTEE shall have the right to construct, operate, maintain and improve the easement for the benefit of the public along with the right, privilege and authority to remove, replace, repair and enlarge said trail improvements, (provided any such enlarging may not encroach outside the described easement area), and to trim and remove roots, trees, shrubs, bushes, and plants, and remove fences or other improvements which may affect the use and/or operation of the trail improvements installed by the GRANTEE. Title to the improvements constructed hereunder shall be vested in and remain vested in the GRANTEE, its successors, appointees, and/or assigns. Houses, buildings, fences, and any other similar structures or improvements which would adversely impact the public use of a recreational trail shall not be constructed upon or placed in this easement by the GRANTOR, or its heirs, successors, or assigns.

EXHIBIT B

This grant of easement is subject to matters of record, including without implied limitation property taxes, and any existing easements for public highway or roads, railroads, laterals, ditches, canals, pipelines, water lines, sewer lines, electrical transmission or distribution lines and telephone and cable television lines encumbering the land herein described. The GRANTOR covenants that it is lawfully seized and possessed of the described real property (Exhibit "A"), and has the right and power to grant the rights herein.

GRANTEE shall be solely responsible for all activities and use of the easement granted hereby and of any improvements placed thereon. GRANTEE shall, to the extent provided for by law, indemnify, save and hold harmless GRANTOR from and against any and all claims, liabilities and damages whatsoever, arising from or related in any way to the easement, including without limitation any use of, or travel upon, the proposed recreational trail. Notice is hereby given that GRANTOR is protected by, and shall be entitled to all benefits and protections afforded by, *Section 375.251, Florida Statutes*. Accordingly, GRANTOR's obligations and liabilities arising from or with respect to the easement granted hereby and of any improvements placed thereon are limited by such statute.

GRANTEE covenants and agrees that after any construction work performed by or on behalf of GRANTEE has been completed, GRANTEE will, at GRANTEE's sole cost and expense, promptly remove GRANTEE's construction equipment and materials from the easement property and will repair, replace, and restore the area of that property, or improvements thereon, that are damaged or disturbed as a consequence of the work. GRANTEE agrees to use its best efforts to ensure that such construction work shall not unreasonably interfere with GRANTOR's operations and/or GRANTOR's use of its adjoining property not subject to the easement.

The easement granted hereby is nonexclusive. GRANTOR shall have the right to use the easement area in any manner that does not interfere with the uses allowed GRANTEE and the public generally by this document. GRANTOR retains all rights to satisfy and include said easement parcels in applicable land development code requirements, including greenspace and landscape buffer requirements, buildable acreage calculations, and other land development code requirements.

GRANTEE shall maintain the easement area and any improvements placed therein by or on behalf of GRANTEE in a safe and attractive condition.

GRANTEE shall not permit any claim, lien, or other encumbrance arising from construction work or GRANTEE's use of the easement property to accrue against or attach to the easement property or the interest of GRANTOR in adjacent lands. All benefits and liabilities caused by the trail improvements shall be the sole responsibility of the GRANTEE.

GRANTEE shall secure all permits and approvals required for GRANTEE's improvement and use of the easement area. GRANTEE will not use, or allow to be used, the easement area or improvements thereon in any illegal manner.

IN WITNESS WHEREOF said GRANTOR has hereunto signed and sealed this
easement on the day and year first written above.

WITNESSES

Carol Jackson Williams
Signature

Carol Jackson Williams
Printed Name

Donald J. Carter
Signature

Donald J. Carter
Printed Name

GRANTOR

Mark S. Marine
Mark S. Marine
Division Vice President

STATE OF Florida)
COUNTY OF Orange)

I HEREBY CERTIFY that, on this day, before me, an officer duly authorized in
the State and County aforesaid to take acknowledgments, personally appeared ✓
Mark S. Marine, as Vice President of APAC-Southeast,
Inc., a Georgia corporation, who are well known to me or who have produced _____
_____ as identification.

WITNESS my hand and official seal in the County and State aforesaid this 20th
day of June, 2005.



Margaret Jo Boswell
My Commission DD304982
Expires March 29, 2008

Margaret Boswell

Notary Public, in and for the
County and State Aforementioned
My Commission Expires:

Attachment:

Exhibit "A" – Legal Description

P:\USERS\KCURRY\MY DOCUMENTS\ACQ\CROSS SEMINOLE TRAIL\MACASPHALT RECREATIONAL TRAIL EASEMENT.DOC

SCHEDULE "A"
PARCEL 136

PURPOSE : RECREATIONAL TRAIL

EXHIBIT A

Description :


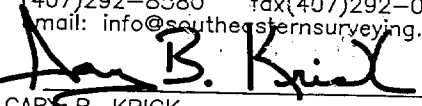
A portion of Tracts 1 through 17, Oviedo Farms, Plat Book 6, Page 86, Public Records of Seminole County, Florida, being more particularly described as follows :

Begin at the Southeast corner of said Tract 1; thence N 36°09'19" W a distance of 13.24 feet; thence N 43°23'23" W a distance of 15.67 feet; thence N 56°17'32" W a distance of 16.64 feet; thence S 86°46'47" W a distance of 37.26 feet; thence N 83°19'50" W a distance of 30.15 feet; thence N 64°48'07" W a distance of 40.32 feet; thence N 40°37'16" W a distance of 24.76 feet; thence N 27°17'19" W a distance of 35.48 feet; thence N 12°55'27" W a distance of 41.18 feet; thence N 16°00'33" W a distance of 99.76 feet; thence N 12°37'36" W a distance of 100.36 feet; thence N 12°33'33" W a distance of 100.02 feet; thence N 14°24'48" W a distance of 99.82 feet; thence N 14°31'46" W a distance of 100.01 feet; thence N 11°21'50" W a distance of 100.39 feet; thence N 14°43'04" W a distance of 99.68 feet; thence N 10°48'16" W a distance of 100.51 feet; thence N 14°08'47" W a distance of 99.65 feet; thence N 17°48'31" W a distance of 99.91 feet; thence N 11°59'27" W a distance of 100.64 feet; thence N 12°37'49" W a distance of 99.94 feet; thence N 13°22'15" W a distance of 99.92 feet; thence N 12°45'12" W a distance of 100.07 feet; thence N 12°35'56" W a distance of 100.14 feet; thence N 13°27'55" W a distance of 99.91 feet; thence N 12°45'45" W a distance of 100.07 feet; thence N 13°26'20" W a distance of 99.93 feet; thence N 13°32'56" W a distance of 99.71 feet; thence N 14°44'17" W a distance of 99.88 feet; thence N 12°48'40" W a distance of 100.37 feet; thence N 11°00'30" W a distance of 84.35 feet to a point on the North line of said Tract 17; thence N 85°56'33" E along said North line distance of 33.58 feet; thence S 14°41'06" E a distance of 78.78 feet; thence S 14°30'56" E a distance of 99.89 feet; thence S 14°38'38" E a distance of 99.99 feet; thence S 14°18'43" E a distance of 100.33 feet; thence S 13°21'32" E a distance of 100.10 feet; thence S 12°48'36" E a distance of 100.06 feet; thence S 09°12'21" E a distance of 100.59 feet; thence S 13°07'25" E a distance of 99.50 feet; thence S 13°24'09" E a distance of 99.97 feet; thence S 17°16'47" E a distance of 99.82 feet; thence S 14°22'21" E a distance of 100.32 feet; thence S 13°40'04" E a distance of 100.07 feet; thence S 11°40'27" E a distance of 100.25 feet; thence S 11°08'26" E a distance of 100.14 feet; thence S 12°15'24" E a distance of 99.90 feet; thence S 13°22'42" E a distance of 99.88 feet; thence S 15°41'27" E a distance of 99.84 feet; thence S 12°18'50" E a distance of 100.37 feet; thence S 12°08'08" E a distance of 100.04 feet; thence S 14°03'49" E a distance of 99.81 feet; thence S 15°16'21" E a distance of 99.93 feet; thence S 10°46'58" E a distance of 100.57 feet; thence S 14°18'45" E a distance of 41.50 feet; thence S 32°15'24" E a distance of 21.37 feet; thence S 50°24'56" E a distance of 22.19 feet; thence S 66°52'26" E a distance of 25.86 feet; thence N 86°50'15" E a distance of 21.67 feet; thence N 87°34'39" E a distance of 24.50 feet; thence S 82°20'53" E a distance of 16.13 feet; thence S 66°04'29" E a distance of 14.71 feet to a point on the East line of said Tract 1; thence S 08°03'27" E along said East line a distance of 59.53 feet to the Point of Beginning.

Containing 2.14 acres more or less.

SURVEYORS NOTES:

1. Bearings as shown hereon are based on the South line of Tract 1, Oviedo Farms, Plat Book 6, Page 86, Public Records of Seminole County, Florida, being S 85°56'33" W, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor and mapper.

DESCRIPTION FOR Vanasse, Hangen, Brustlin, Inc.	Date: 08/10/2004 KR		CERT. NO. LB2108 48869075
	Job No.: 48869	Scale: 1"=100'	
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		 SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 mail: info@southeasternsurveying.com  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION

PARCEL 136

TRACT 6

MATCH LINE SEE SHEET 2B

TRACT 5

136

TRACT 4

MACASPALT CORPORATION
OFFICIAL RECORDS BOOK 23, PAGE 32

TRACT 3

TRACT 2

TRACT 1

SOUTH LINE OF TRACT 1

EAST LINE OF TRACT 1

LEGEND :

L1 = LINE NUMBER

POINT OF BEGINNING
SE CORNER OF TRACT 1, OVIEDO
FARMS, PLAT BOOK 6, PAGE 86,
PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA

LINE TABLE		
LINE	LENGTH	BEARING
L1	13.24'	N 36°09'19" W
L2	15.67'	N 43°23'23" W
L3	16.64'	N 56°17'32" W
L4	37.26'	S 86°46'47" W
L5	30.15'	N 83°19'50" W
L6	40.32'	N 64°48'07" W
L7	24.76'	N 40°37'16" W
L8	35.48'	N 27°17'19" W
L9	41.18'	N 12°55'27" W
L11	41.50'	S 14°18'45" E
L12	21.37'	S 32°15'24" E
L13	22.19'	S 50°24'56" E
L14	25.86'	S 66°52'26" E
L15	21.67'	N 86°50'15" E
L16	24.50'	N 87°34'39" E
L17	16.13'	S 82°20'53" E
L18	14.71'	S 66°04'29" E
L19	59.53'	S 08°03'27" E

1" = 100'
GRAPHIC SCALE

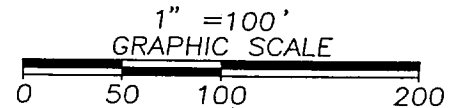
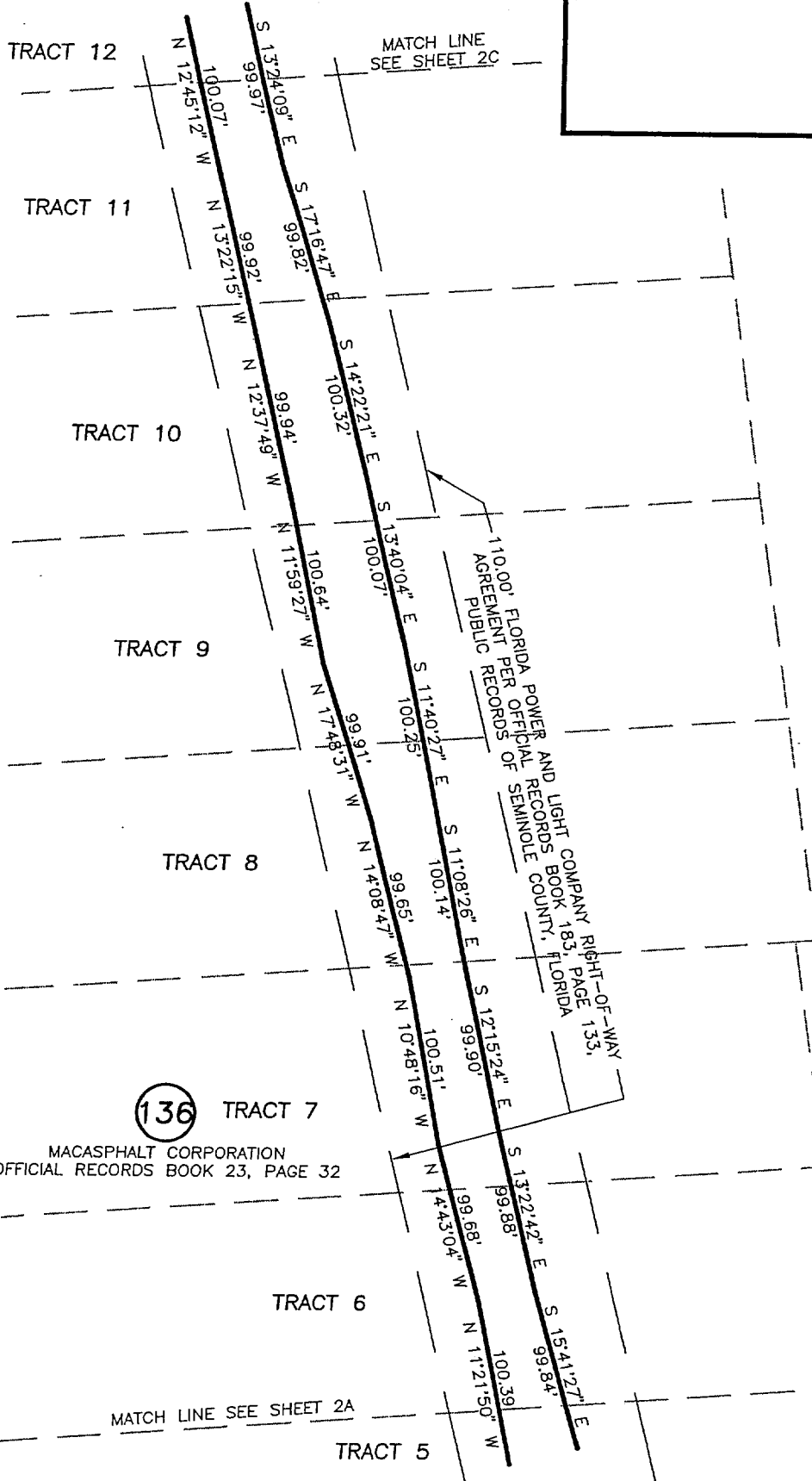
0 50 100 200



Drawing No. 48869076
Job No. 48869
Date: 08/09/2004
SHEET 2A OF 2
See Sheet 1 for Description

SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
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Cert. No. LB-2108
email:info@southeasternsurveying.com

SKETCH OF DESCRIPTION PARCEL 136



SOUTHEASTERN SURVEYING & MAPPING CORP.
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Cert. No. LB-2108
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Drawing No. 48869077
Job No. 48869
Date: 08/09/2004
SHEET 28 OF 2
See Sheet 1 for Description

SKETCH OF DESCRIPTION PARCEL 136

TRACT 18

NORTH LINE OF TRACT 17

TRACT 17

TRACT 16

TRACT 15

TRACT 14

TRACT 13

TRACT 12

TRACT 11

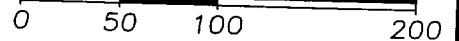
LINE TABLE		
LINE	LENGTH	BEARING
L10	33.58'	N 85°56'33" E

LEGEND :

L1 = LINE NUMBER



1" = 100'
GRAPHIC SCALE



136

MACASPHALT CORPORATION
OFFICIAL RECORDS BOOK 23, PAGE 32

Drawing No. 48869078
Job No. 48869
Date: 08/09/2004
SHEET 2C OF 2
See Sheet 1 for Description

MATCH LINE SEE SHEET 2B



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